



GUARANTEE AGREEMENT

This GUARANTEE AGREEMENT, dated as of [____], 2006 (this “Guarantee”), is made by Michael A. Cohen and Julie McBride, and the marital community composed thereof; Kenneth J. Thomsen and Kathryn Thomsen, and the marital community composed thereof; and MC Construction Consultants (“Guarantors”), to and for the benefit of the United States Environmental Protection Agency, an agency of the federal government of the United States of America (“EPA”). This Guarantee is made on behalf of Point Ruston, LLC (“Settling Defendant”).

RECITALS

WHEREAS, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. (“CERCLA”), and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq. (“RCRA”), EPA entered into a Consent Decree with Asarco Incorporated (“Asarco”), dated _____, in *United States of America v. Asarco Incorporated*, Civil Action No. C91-5528 B (Western District of Washington) (the “Consent Decree”), for certain environmental remediation work to be performed at the Asarco Tacoma Smelter site (the “Site”) in Ruston and Tacoma, Washington. EPA and Settling Defendant have negotiated an amendment to the Consent Decree (the “Second Amendment”), dated [____], 2006, under which Settling Defendant assumes certain of Asarco’s obligations under the Consent Decree;

WHEREAS, Paragraph 17.R of the Second Amendment requires that Settling Defendant provide financial assurance to EPA that funds or other resources will be available as and when needed to ensure completion of the Work required to be conducted by Settling Defendant under the Second Amendment;

WHEREAS, in order to provide part of such financial assurance required by the Second Amendment, Settling Defendant has agreed to provide EPA with a guarantee, issued by Guarantors, of Settling Defendant’s obligations arising under the Second Amendment, all as set forth more fully in this Guarantee;

WHEREAS, Guarantors have a substantial financial interest in Settling Defendant, and the Guarantors will receive substantial benefits from the agreements made by and between EPA and Settling Defendant as set forth in the Second Amendment; and

WHEREAS, Guarantors have agreed to, among other things, guarantee payment and performance in full of the Guaranteed Obligations (as hereinafter defined) and undertake such other commitments to EPA or for EPA’s benefit as set forth in this Guarantee.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein, and to induce EPA to enter into the Second Amendment and to settle with Settling Defendant under CERCLA and RCRA as contemplated thereby, and for other good and valuable consideration,

the receipt and adequacy of which are hereby acknowledged, Guarantors hereby agree with EPA as follows:

ARTICLE I. DEFINITIONS

1.1 Defined Terms. The following terms (whether or not underscored) when used in this Guarantee, including its preamble and recitals, shall have the following meanings:

“Affiliate” means, when used with respect to a specified entity, another entity that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the entity specified. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership or control of voting securities, partnership interests or other equity interests, by contract, or otherwise, and “Controlling” and “Controlled” shall have meanings correlative thereto.

“EPA” has the meaning given in the preamble to this Guarantee.

“Guaranteed Obligations” means and includes all obligations and liabilities, howsoever arising, owed by Settling Defendant to EPA of every kind and description (whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, pursuant to the terms of the Second Amendment.

“Guarantors” has the meaning given in the preamble to this Guarantee.

“Guarantee” has the meaning given in the preamble to this Guarantee.

“Site” has the meaning given in the preamble to this Guarantee.

1.2 General Definitions. Unless otherwise defined herein or unless the context otherwise requires, capitalized terms used in this Guarantee, including its preamble and recitals, have the meanings provided in the Second Amendment.

ARTICLE II. GUARANTEE

2.1 Guarantee.

(a) Guarantors, as primary obligors and not merely as surety, hereby unconditionally and irrevocably guarantee to EPA the prompt payment in full and the prompt performance in full of the Guaranteed Obligations.

(b) Guarantors agree that if for any reason Settling Defendant shall fail to pay or perform, as the case may be, when due any of the Guaranteed Obligations, Guarantors shall, upon demand by EPA, promptly pay or perform, as the case may be, the same forthwith on the date such payment or performance of such Guaranteed Obligation is due or required, without regard to any exercise or non-exercise by Guarantors, Settling Defendant, or EPA of any right,

remedy, power or privilege under or in respect of the Second Amendment, and that in the case of any extension of time of the payment, performance, or renewal of any of the Guaranteed Obligations, the same will be promptly paid or performed, as the case may be, in full when due in accordance with the terms of such extension or renewal.

(c) Without limiting the foregoing, Guarantors acknowledge and agree that, upon the occurrence and during the continuance of a “Work Takeover” as specified in Paragraph 102 of the Consent Decree and as made applicable to Settling Defendant as specified in Paragraph 17 of the Second Amendment, at the election of EPA, Guarantors shall immediately upon written demand from EPA deposit into an account specified by EPA, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount up to but not exceeding the estimated cost of the remaining Work to be performed as of such date, as determined by EPA.

2.2 Obligations Absolute and Unconditional.

(a) The obligations of Guarantors hereunder are primary obligations of Guarantors and constitute an absolute, unconditional, continuing and irrevocable guarantee of payment and performance of the Guaranteed Obligations and the other obligations of Guarantors hereunder and not of collectibility, and are in no way conditioned on or contingent upon any attempt to enforce in whole or in part Settling Defendant’s liabilities and obligations to EPA. Each failure by Guarantors to pay or perform, as the case may be, a Guaranteed Obligation or any other obligation hereunder shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

(b) EPA may, at any time and from time to time (whether or not after revocation or termination of this Guarantee) without the consent of or notice to Guarantors, except such notice as may be required by the Second Amendment or applicable law which cannot be waived, without incurring responsibility to Guarantors, without impairing or releasing the obligations of Guarantors hereunder, upon or without any terms or conditions and in whole or in part:

(i) change the manner, place and terms of payment or performance of, or renew or alter, any Guaranteed Obligation or any obligations and liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, or in any manner modify, amend or supplement the terms of the Second Amendment or any documents, instruments or agreements executed in connection therewith, in each case with the consent of Settling Defendant (in each case, as and to the extent required by the Second Amendment), and the agreements and guarantees herein made shall apply to the Guaranteed Obligations or such other obligations as changed, extended, renewed, modified, amended, supplemented or altered in any manner;

(ii) exercise or refrain from exercising any rights against Settling Defendant or others (including Guarantors) or otherwise act or refrain from acting;

(iii) add or release any other guarantor from its obligations without affecting or impairing the obligations of Guarantors hereunder;

(iv) settle or compromise any Guaranteed Obligations or any obligations and liabilities incurred directly or indirectly in respect thereof;

(v) consent to or waive any breach of, or any act, omission or default under, the Second Amendment or otherwise amend, modify or supplement (with the consent of Settling Defendant, as and to the extent required by the Second Amendment) the Second Amendment or any of such other instruments or agreements; and/or

(viii) act or fail to act in any manner referred to in this Guarantee which may deprive Guarantors of their right to subrogation against Settling Defendant to recover full indemnity for any payments or performances made pursuant to this Guarantee or of its right of contribution against any other party.

(c) No invalidity, irregularity or unenforceability of the Guaranteed Obligations or invalidity, irregularity, unenforceability or non-perfection of any collateral therefor, shall affect, impair or be a defense to this Guarantee, which is a primary obligation of Guarantors.

(d) This is a continuing Guarantee and all obligations to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. In the event that, notwithstanding the provisions of Section 2.2(a) above, this Guarantee shall be deemed revocable in accordance with applicable law, then any such revocation shall become effective only upon receipt by EPA of written notice of revocation signed by Guarantors. To the extent permitted by applicable law, no revocation or termination hereof shall affect, in any manner, rights arising under this Guarantee with respect to Guaranteed Obligations arising prior to receipt by EPA of written notice of such revocation or termination. Any such revocation or termination without EPA's prior written consent shall be deemed to be a violation of the Second Amendment.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

3.1 Guarantors' Representations and Warranties. Guarantors represent and warrant to and in favor of EPA, as of the date of this Guarantee, that:

3.1.1 No Conflict. The execution, delivery and performance by Guarantors of this Guarantee and the execution, delivery, and performance by Settling Defendant of the Second Amendment do not and will not (a) violate any provision of (i) any legal requirement applicable to Guarantors or (ii) any order, judgment or decree of any court or agency or governmental instrumentality binding on Guarantors, (b) conflict with, result in a breach of, or constitute a default under any material contractual obligation of Guarantors, (c) result in or require the creation or imposition of any lien upon any of the properties or assets of Guarantors, or (d) require any approval or consent of any person or entity, except for such approvals or

consents which will be obtained on or before the date of this Guarantee and which have been disclosed in writing to EPA.

3.1.2 Enforceable Obligations. This Guarantee constitutes a legal, valid and binding obligation of Guarantors, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

3.1.3 Compliance with Law; Fraud.

(a) Guarantors (i) are not in violation of any applicable legal requirements in any material respect and (ii) are not subject to or in default in any material respect with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, in the case of either (i) or (ii) which would have a material adverse effect on the ability of Guarantors to perform their obligations under this Guarantee.

(b) Guarantors are not executing this Guarantee with any intention to hinder, delay or defraud any present or future creditor or creditors of Guarantors.

3.1.4 Relationship To Settling Defendant. Guarantors have a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with Settling Defendant.

3.1.5 No Bankruptcy Filing. Guarantors are not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and Guarantors have no knowledge of any person contemplating the filing of any such petition against them.

ARTICLE IV.
COVENANTS

Guarantors hereby covenant and agree for the benefit of EPA, until this Guarantee is terminated pursuant to Section 6.16, as follows:

4.1 Compliance with Laws. Guarantors shall promptly comply, or cause compliance, in all material respects with all legal requirements to the extent any noncompliance with such legal requirements could have a material adverse effect on the ability of Guarantors to perform and discharge their obligations under this Guarantee.

4.2 Notice of Bankruptcy or Insolvency, Etc. Guarantors shall notify EPA within 10 days after the occurrence of any of the following: filing by any Guarantor of a petition seeking to take advantage of any laws relating to bankruptcy, insolvency, or composition or adjustment of debts; any Guarantor's consent to (or failure to contest in a timely manner) any petition filed against it in an involuntary case under such bankruptcy or other laws; any Guarantor's application for (or consent to or failure to contest in a timely manner) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the

like of all or a substantial part of its assets; or any Guarantor's making a general assignment for the benefit of creditors.

4.3 Further Assurances. Guarantors shall promptly provide EPA with such information and other documents related to this Guarantee and the Guaranteed Obligations that EPA may reasonably request.

ARTICLE V. SUBROGATION; ETC.

5.1 Waiver. Guarantors hereby unconditionally and irrevocably waive and relinquish, to the maximum extent permitted by applicable legal requirements, all rights and remedies accorded to sureties or guarantors and agree not to assert or take advantage of any such rights or remedies, including:

(a) any right to require EPA to proceed against Settling Defendant or any other person or to pursue any other remedy in EPA's power before proceeding against Guarantors;

(b) any defense that may arise by reason of the incapacity, lack of power or authority, dissolution, merger, or termination of Guarantors, Settling Defendant, or any other person or the failure of EPA to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of Guarantors or Settling Defendant, or any other person;

(c) promptness, diligence, demand, presentment, protest and notice of any kind, including notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Settling Defendant or EPA;

(d) any defense based upon an election of remedies by EPA, which destroys or otherwise impairs the subrogation rights of Guarantors, the right of Guarantors to proceed against Settling Defendant or another person for reimbursement, or both;

(e) any defense based on any offset against any amounts which may be owed by any person to Guarantors for any reason whatsoever;

(f) any defense based on any act, failure to act, delay or omission whatsoever on the part of Settling Defendant or the failure by Settling Defendant to do any act or thing or to observe or perform any covenant, condition or agreement to be observed or performed by it under the Second Amendment;

(g) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;

(h) any defense, setoff or counterclaim which may at any time be available to or asserted by Settling Defendant against EPA or any other person under the Second Amendment;

(i) any duty on the part of EPA to disclose to Guarantors any facts EPA may now or hereafter know about Settling Defendant or the Site, regardless of whether EPA has reason to believe that any such facts materially increase the risk beyond that which Guarantors intend to assume, or have reason to believe that such facts are unknown to Guarantors, or have a reasonable opportunity to communicate such facts to Guarantors, since Guarantors acknowledge that Guarantors are fully responsible for being and keeping informed of the financial condition of Settling Defendant and of all circumstances bearing on the risk of non-payment or non-performance of any Guaranteed Obligation;

(j) any defense based on any change in the time, manner or place of any payment or performance under, or in any other term of, the Second Amendment, or any other amendment, renewal, extension, acceleration, compromise or waiver of or any consent or departure from the terms of the Second Amendment; and

(k) any right to assert the bankruptcy or insolvency of Settling Defendant or any other person as a defense hereunder or as the basis for rescission hereof and any defense arising because of EPA's institution of any proceeding under the Federal Bankruptcy Code.

5.2 Subrogation. Until this Guarantee is terminated in accordance with Section 6.16 below, neither Guarantors nor Settling Defendant shall exercise any right of subrogation or enforce any remedy which they now may have or may hereafter have against any person in respect of the Guaranteed Obligations, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

5.3 Bankruptcy.

(a) The obligations of Guarantors under this Guarantee shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, reorganization, insolvency, receivership, liquidation or arrangement of Settling Defendant or any Affiliate thereof, or by any defense which Settling Defendant or any Affiliate thereof may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Guarantors hereby irrevocably waive, to the extent they may do so under applicable legal requirements, any protection against enforcement of this Guarantee to which they may be entitled under the Federal Bankruptcy Code or equivalent provisions of the laws or regulations of any other jurisdiction with respect to any proceedings, or any successor provision of law of similar import, in the event of any bankruptcy event with respect to Settling Defendant. Specifically, in the event that the trustee (or similar official) in a bankruptcy event with respect to Settling Defendant or the debtor-in-possession takes any action (including the institution of any action, suit or other proceeding for the purpose of enforcing the rights of Settling Defendant under this Guarantee), Guarantors shall not assert any defense, claim or counterclaim denying liability hereunder on the basis that this Guarantee or the Second Amendment is an executory contract or a "financial accommodation" that cannot be assumed, assigned or enforced or on any other theory directly or indirectly based on the Federal Bankruptcy Code, or equivalent provisions of the law or regulations of any other jurisdiction

with respect to any proceedings or any successor provision of law of similar import. If a bankruptcy event with respect to Settling Defendant shall occur, Guarantors agree, after the occurrence of such bankruptcy event, to reconfirm in writing, to the extent permitted by applicable legal requirements and at EPA's written request, their pre-petition waiver of any protection to which they may be entitled under the Federal Bankruptcy Code or equivalent provisions of the laws or regulations of any other jurisdiction with respect to proceedings and, to give effect to such waiver, Guarantors consent to the assumption and enforcement of each provision of this Guarantee by the debtor-in-possession or Settling Defendant's trustee in bankruptcy, as the case may be.

5.4 Reinstatement. This Guarantee and the obligations of Guarantors hereunder shall continue to be effective or be automatically reinstated, as the case may be, if and to the extent that for any reason any payment or performance by or on behalf of Guarantors in respect of the Guaranteed Obligations is rescinded or otherwise restored to Guarantors or Settling Defendant, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as if such payment or performance had not been made, and Guarantors agree that they will indemnify EPA on demand for all reasonable costs and expenses (including reasonable fees of counsel) incurred by EPA in connection with any such rescission or restoration.

ARTICLE VI. MISCELLANEOUS

6.1 Obligations Secured. Without limiting the generality of the foregoing, this Guarantee secures the payment and performance when due of all Guaranteed Obligations. If, notwithstanding the representation and warranty set forth in Section 3.1.4 or anything to the contrary herein, enforcement of the liability of any Guarantor under this Guarantee for the full amount of the Guaranteed Obligations would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of such Guarantor hereunder shall be reduced to the highest amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.

6.2 Successions or Assignments. This Guarantee is binding upon Guarantors. Guarantors may not assign any of their obligations hereunder without the prior written consent of EPA (and any purported assignment in violation of this Section shall be void).

6.3 Other Waivers. No delay or omission on the part of EPA in exercising any of its rights (including those hereunder) and no partial or single exercise thereof and no action or non-action by EPA, with or without notice to Guarantors, Settling Defendant, or any other person, shall constitute a waiver of any rights or shall affect or impair this Guarantee.

6.4 Headings. The headings in this Guarantee are for convenience of reference only and shall not constitute a part of this Guarantee for any other purpose or be given any substantive effect.

6.5 Remedies Cumulative. Each and every right and remedy of EPA hereunder shall be cumulative and shall be in addition to any other right or remedy given hereunder or under the Second Amendment, or now or hereafter existing at law or in equity.

6.6 Severability. Any provision of this Guarantee that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.7 Amendments. This Guarantee may be amended, waived or otherwise modified only with the written consent of the parties hereto, the written consent of EPA and otherwise in accordance with the terms of the Second Amendment.

6.8 Jurisdiction. Guarantor agrees that any legal action or proceeding by or against Guarantors or with respect to or arising out of this Guarantee may be brought by the United States in or removed to the United States District Court for the Western District of Washington. By execution and delivery of this Guarantee, Guarantors accept, for themselves and in respect of their property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid court. Guarantors irrevocably consent to the service of process out of the aforementioned court in any manner permitted by law. Any such process or summons in connection with any such action or proceeding may also be served by mailing a copy thereof by certified or registered mail, or any substantially similar form of mail, addressed to Guarantors as provided for notices hereunder. Guarantors hereby waive any right to stay or dismiss any action or proceeding under or in connection with this Guarantee or the Second Amendment brought before the foregoing court on the basis of *forum non-conveniens*. Nothing herein shall affect the right of EPA to bring legal action or proceedings in any other competent jurisdiction.

6.9 Governing Law. This Guarantee and the rights and obligations of EPA and Guarantors shall be governed by, and construed in accordance with, the law of the State of Washington without reference to principles of conflicts of law.

6.10 Integration of Terms. This Guarantee, together with the Second Amendment, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof.

6.11 Notices. Any communications between the parties hereto or notices provided herein to be given may be given to the following addresses:

If to Guarantors: Michael A. Cohen
PO Box 8478
Lacey, Washington 98509
Telephone: (360) 456-6307
Facsimile: (360) 923-9763

And to: Kenneth J. and Kathryn Thomsen
10306 35th Lane SE

Olympia, Washington 98513

And to:

Jack Wetherall
Goddard, Wetherall, Wonder & Padula
155 108th Ave NE
Bellevue, Washington 98004
(425) 453-9200
(425) 453-0528

If to EPA:

EPA Regional Administrator or Regional Superfund Director for
EPA Region [____] (or any of their designees)

Attention: _____

Telephone: _____

Facsimile: _____

With a copy to:

[ORC Contact; RPM]

Attention: _____

Telephone: _____

Facsimile: _____

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service (including Federal Express, UPS and other similar overnight delivery services), (c) if mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested, (d) if sent by facsimile or (e) if sent via other electronic means (including electronic mail). Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by facsimile or other direct written electronic means shall be deemed to have been validly and effectively given on the day on which it is transmitted if transmitted before 4:00 p.m., recipient's time, and if transmitted after that time, on the next following Banking Day; provided, however, that (i) if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender, and (ii) with respect to any notice given via facsimile or other electronic means, the sender of such message shall promptly provide the addressee with an original copy of such notice by any of the means specified in clauses (a), (b) or (c) above. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by giving five days' notice to the other parties in the manner set forth above.

6.12 Collection Expenses. Without regard to any limitation set forth in this Guarantee, if EPA is required to pursue any remedy against Guarantors hereunder, Guarantors shall pay to EPA upon demand therefore, all reasonable attorneys' fees and all other costs and expenses incurred by EPA in enforcing this Guarantee (and such fees, costs and expenses shall be deemed to be part of the Guaranteed Obligations).

6.13 Counterparts. This Guarantee and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same agreement.

6.14 Limitations on Liability. No claim shall be made by Guarantors against EPA or any of its employees, attorneys or agents for any loss of profits, business or anticipated savings, special or punitive damages or any indirect or consequential loss whatsoever in respect of any breach or wrongful conduct (whether or not the claim therefor is based on contract, tort or duty imposed by law), in connection with, arising out of or in any way related to the transactions contemplated by this Guarantee or the Second Amendment or any act or omission or event occurring in connection therewith; and Guarantors hereby waive, release and agree not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in their favor.

6.15 Time. Time is of the essence of this Guarantee.

6.16 Termination. Subject to Section 5.4, this Guarantee and all of the obligations of Guarantors hereunder shall terminate upon the earlier of (a) payment and performance in full of all Guaranteed Obligations in accordance with the Second Amendment and (b) the substitution of a different financial assurance mechanism in accordance with Paragraph 17.R of the Second Amendment as consented to in writing by EPA. Unless earlier terminated pursuant to the foregoing sentence, this Guarantee shall survive any foreclosure proceedings instituted, commenced, or completed against Settling Defendant.

6.17 Second Amendment. Guarantors acknowledge that they have been provided with a copy of the Second Amendment and have read and are familiar with the provisions of the Second Amendment.

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IN WITNESS WHEREOF, the parties hereto, by their authorized representatives duly authorized, intending to be legally bound, have caused this Guarantee to be duly executed and delivered as of the date first above written.

MICHAEL A. COHEN,
as Guarantor

JULIE McBRIDE, as Guarantor

KENNETH J. THOMSEN, as Guarantor

KATHRYN THOMSEN, as Guarantor

MC CONSTRUCTION CONSULTANTS, as Guarantor

[NOTARY BLOCK]
